

Steven T. Waterman (4164)
Michael F. Thomson (9707)
Jeffrey M. Armington (14050)
DORSEY & WHITNEY LLP
136 South Main Street, Suite 1000
Salt Lake City, UT 84101-1685
Telephone: (801) 933-7360
Facsimile: (801) 933-7373
Email: waterman.steven@dorsey.com
thomson.michael@dorsey.com
armington.jeff@dorsey.com

*Attorneys for Debtor Perseon Corporation
and Proposed Attorneys for Debtor in Possession*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

In re:

PERSEON CORPORATION,

Debtor.

Case No. 16-24435

Chapter 11

Judge R. Kimball Mosier

**SUPPLEMENT TO AMENDMENT TO APPLICATION OF THE DEBTOR FOR
ENTRY OF AN ORDER, PURSUANT TO 11 U.S.C. §§ 105, 327, 328, 363 AND 365 AND
FED. R. BANK. P. 2014(a), (I) AUTHORIZING THE RETENTION AND
EMPLOYMENT OF SUNTRUST ROBINSON HUMPHREY, INC. AS INVESTMENT
BANKER TO THE DEBTOR; (II) AUTHORIZING THE ASSUMPTION OF THE
AGREEMENT WITH SUNTRUST ROBINSON HUMPHREY TO PROVIDE SERVICES
RELATED THERETO; AND (III) APPROVING THE AGREEMENT WITH
SUNTRUST ROBINSON HUMPHREY**

Perseon Corporation (“Perseon” or “Debtor”), by and through its counsel, files this supplement to the amendment to the Debtor’s application to retain and employ SunTrust Robinson Humphrey (“STRH”) as investment banker to the Debtor [Docket No. 103] (the

“Amendment”). As discussed in the Amendment, STRH and the Debtor have entered into the agreement attached hereto as **Exhibit A** subject to this Court’s approval.

DATED this 19th day of July, 2016.

DORSEY & WHITNEY LLP

/s/ Steven T. Waterman _____

Steven T. Waterman

Michael F. Thomson

Jeffrey M. Armington

Proposed Attorneys for Debtor Perseon Corporation

EXHIBIT A



July 18, 2016

Perseon Corporation
2188 West 2200 South
Valley City, UT 84119
Attn: Clint Carnell, President and Chief Executive Officer

RE: Amendment to Engagement Letter

Dear Mr. Carnell:

Reference is hereby made to the letter agreement (the "Engagement Letter"), dated February 27, 2015, between SunTrust Robinson Humphrey, Inc. ("SunTrust Robinson Humphrey") and Perseon Corporation (the "Company") pursuant to which the Company has retained SunTrust Robinson Humphrey as its exclusive external investment banking advisor. SunTrust Robinson Humphrey and the Company previously agreed to amend the Engagement Letter pursuant to that Amendment to Engagement Letter date June 14, 2016, but such amendment did not become effective as it was not approved by the U.S. Bankruptcy Court for the District of Utah (the "Bankruptcy Court") in connection with the Company's bankruptcy proceeding, Case No. 16-24435 (the "Bankruptcy Case"). Accordingly, SunTrust Robinson Humphrey and the Company have agreed to amend the Engagement Letter as set forth in this letter (the "Agreement"), subject to approval by the Bankruptcy Court. This Agreement confirms our understanding as follows:

1. The second sentence of the first paragraph of the Engagement Letter is amended and restated to read as follows: "For the avoidance of doubt, this letter agreement shall include, without limitation, any sale of the Company or a material portion of its assets, or any similar transaction, in connection with or arising from the Bankruptcy Case."
2. The Company acknowledges that SunTrust Robinson Humphrey previously provided a Fairness Opinion to its board of directors in accordance with the Engagement Letter and that SunTrust Robinson Humphrey will have no obligation to render another Fairness Opinion or to update, revise, reaffirm, withdraw, amend or supplement the Fairness Opinion previously provided to the board.
3. The Company acknowledges that the non-refundable cash retainer of \$75,000 referenced in Section 2.2(a) of the Engagement Letter has been fully earned by SunTrust Robinson Humphrey.
4. Section 2.2(b) of the Engagement Letter is hereby amended and restated as follows:
 - (b) At the close of a Transaction, the Company will pay SunTrust Robinson Humphrey a cash advisory fee (the "Advisory Fee") as follows: (i) if the Company consummates a Transaction with Transaction Consideration of \$5,250,000 or less, then SunTrust Robinson Humphrey will be entitled to a fee of \$525,000 upon the closing of such Transaction, and (ii) if the Company consummates a Transaction involving Transaction Consideration in excess of \$5,250,000, then SunTrust Robinson

Humphrey will be entitled to a fee of \$575,000 upon the closing of such Transaction.

Except as expressly set forth in this Agreement, the parties make no other amendment, alteration or modification of the Engagement Letter. In the event of any conflict between the terms of the Engagement Letter and the terms of this Agreement, the terms of this Agreement shall control.


This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. A signature delivered by facsimile or other electronic transmission will be considered an original signature.

This Agreement shall be governed by and construed in accordance with the Laws of the State of New York. However, this Agreement shall be subject to the exclusive jurisdiction of the United States Bankruptcy Court for the District of Utah.

This Agreement shall not become effective unless or until it has been approved by the Bankruptcy Court in connection with the Company's retention of SunTrust Robinson Humphrey in the Bankruptcy Case. Upon such approval and retention, this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, and the compensation to SunTrust Robinson Humphrey as set forth herein, plus the reimbursement of postpetition expenses incurred as provided for in Section 2(f) of the Engagement Letter, will supersede and replace any and all claims that SunTrust Robinson Humphrey would otherwise have against the Company in the Bankruptcy Case, including, but not limited to, SunTrust Robinson Humphrey's unsecured claim in the amount of \$925,000, which is listed on the Company's schedules in the Bankruptcy Case.

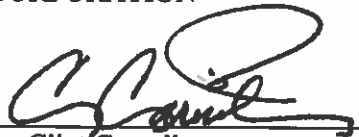
Very truly yours,

SUNTRUST ROBINSON HUMPHREY, INC.

By: 
Name: Stephen Blumenreich
Title: Managing Director, Healthcare
Investment Banking

ACCEPTED AND AGREED, as of this 18th day
of July, 2016:

PERSEON CORPORATION

By: 
Name: Clint Carnell
Title: President and Chief Executive
Officer